

A. G. Contract No. KR911296TRD  
ECS File: JPA 91-75  
Project: 90 CH 312 H 2886 01 C  
Section: S.R. 90

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF HUACHUCA CITY

THIS AGREEMENT is entered into 9 AUGUST, 1991  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF HUACHUCA CITY, acting by and through its Town Council,  
(the "Town").

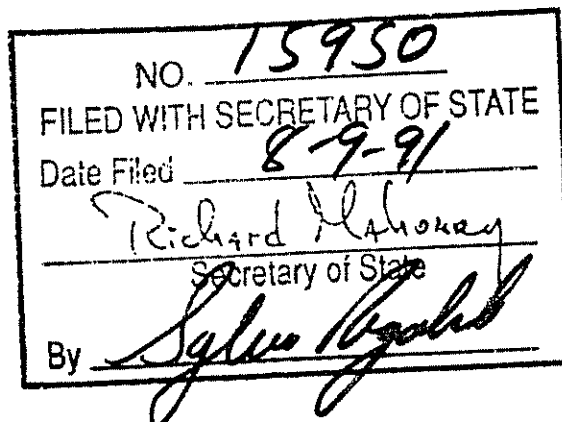
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section  
48-572 to enter into this agreement and has by resolution, a  
copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has authorized the  
undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town  
to landscape additional areas within the right of way on State  
Route 90 at the following location:

From centerline roadway station 298+00 to  
centerline roadway station 325+00, a net distance  
of approximately 0.50 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, at an estimated cost of \$50,000.00, using State funds. Upon completion of the work, the Town shall reimburse the state twenty five (25) percent of the landscape contract cost, in an amount estimated at \$12,500.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E Room 222E  
Phoenix, AZ 85007

Town of Huachuca City  
Town Manager  
500 North Gonzales Blvd.  
Huachuca City, AZ 85616

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

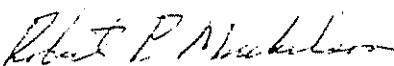
IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

TOWN OF HUACHUCA CITY


STATE OF ARIZONA

Department of Transportation

By   
CAROLE J. VAUGHN  
Mayor

By   
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST:

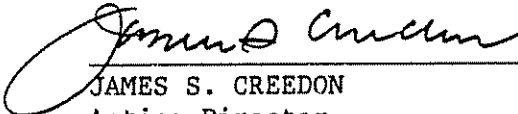
By   
TERRY MCGRIEST  
Town Clerk

3789j  
18JUN

RESOLUTION

BE IT RESOLVED on this 18th day of June 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Huachuca City for the purpose of defining responsibility for the construction and maintenance of landscape improvements on SR-90 in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
\_\_\_\_\_  
JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation

RESOLUTION NO. 91-015

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, APPROVING AND ACCEPTING AN INTERGOVERNMENTAL AGREEMENT FOR LANDSCAPE MAINTENANCE

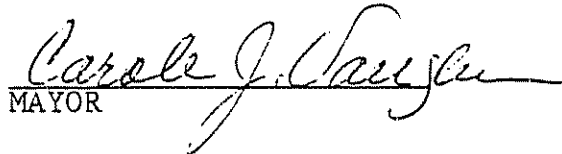
WHEREAS, the Mayor and Common Council of the Town of Huachuca City have received and reviewed an Agreement with the State of Arizona, Department of Transportation.

WHEREAS, upon due consideration the Mayor and Common Council are willing to accept said Agreement.

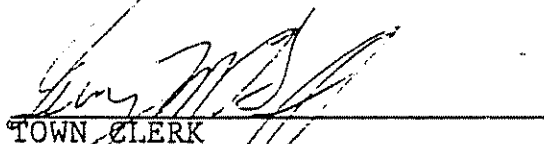
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, that the Agreement for Landscape Maintenance be and it is hereby approved and accepted for and on behalf of the Town of Huachuca City.

BE IT FURTHER RESOLVED that the Mayor be and she hereby is instructed, authorized and directed to execute said Agreement for and on behalf of the Town of Huachuca City.

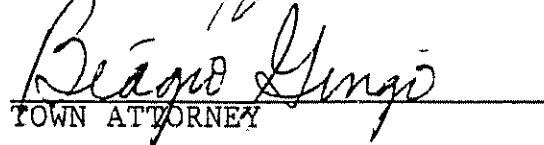
PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 11 DAY OF JULY, 1991.

  
MAYOR

ATTEST:

  
TOWN CLERK

APPROVED AS TO FORM:

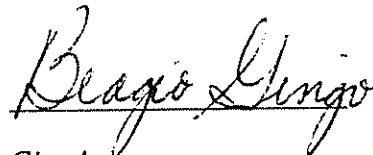
  
TOWN ATTORNEY

JPA 91-75

APPROVAL OF THE HUACHUCA CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF HUACHUCA CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 27 day of June, 1991.

  
City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert H. Corbin~~  
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR911296TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5<sup>th</sup> day of August, 1991.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section